

Prepared by and return to:

TVA Tract No. FRM-50

STATE MS.-DESOTO CO.
FILED

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BK 322 PG 151
W.E. DAVIS CH. CLK.

Reba H. Sime
 Reba H. Sime, Attorney
 Tennessee Valley Authority
 1101 Market Street, Edney Building 4A
 Chattanooga, Tennessee 37402-2801
 (423) 751-2099

GRANT OF TRANSMISSION LINE EASEMENT

FOR AND IN CONSIDERATION of the sum of THREE THOUSAND NINE HUNDRED AND NO/100 DOLLARS (\$3,900.00), cash in hand paid, receipt whereof is hereby acknowledged, we, the undersigned,

LESLIE W. KIMBRELL and wife, MARTHA S. KIMBRELL

have this day bargained and sold, and by these presents do hereby grant, bargain, sell, transfer, and convey unto the UNITED STATES OF AMERICA a permanent easement and right-of-way for the following purposes, namely: the perpetual right to enter at any time and from time to time and to erect, maintain, repair, rebuild, operate, and patrol one line of poles or transmission line structures with sufficient wires and cables for electric power circuits and communication circuits, and all necessary appurtenances, in, on, over, and across said right-of-way, together with the right to clear said right-of-way and keep the same clear of brush, trees, buildings, and fire hazards; to destroy or otherwise dispose of such trees and brush; and to remove, destroy, or otherwise dispose of any trees located beyond the limits of said right-of-way which in falling could come within 5 feet of any transmission line structure or conductor; all over, upon, across, and under the land described in Exhibit A hereto attached and by this reference hereby incorporated in and made a part of this instrument as fully as if here written.

The previous and last conveyance of this property is deed of record in Deed Book 216, page 448, in the office of the Chancery Court Clerk of Desoto County, Mississippi.

TO HAVE AND TO HOLD the said easement and right-of-way to the UNITED STATES OF AMERICA and its assigns forever.

We covenant with the said UNITED STATES OF AMERICA that we are lawfully seized and possessed of said real estate, have a good and lawful right to convey the easement rights hereinabove described, that said property is free of all encumbrances, and that we will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

We agree that the payment of the purchase price above stated is accepted by us as full compensation for all damage caused by the exercise of any of the rights above described; except that the UNITED STATES OF AMERICA shall remain liable for any damage to growing crops and any direct physical damage caused to the property of the undersigned by its construction forces or by the construction forces of its agents and employees in the erection and maintenance of or in exercising a right of ingress and egress to said line.

We, for ourselves, our heirs, personal representatives, successors, and assigns, covenant with the UNITED STATES OF AMERICA that no buildings or fire hazards will be erected or maintained within the limits of the right-of-way, and agree that this shall be a real covenant which shall attach to and run with the land affected by the easement rights and shall be binding upon everyone who may hereafter come into ownership of said land, whether by purchase, devise, descent, or succession.

Wherever the context requires, the plural number as used herein shall be read as singular.

IN WITNESS WHEREOF, we have hereunto subscribed our names this 16 day of September, 1997.

Tommy Halmon
SUBSCRIBING WITNESS

Leslie W. Kimbrell
LESLIE W. KIMBRELL

Martha S. Kimbrell
MARTHA S. KIMBRELL

STATE OF MISSISSIPPI)
) SS
COUNTY OF DESOTO)

Personally appeared before me W.E. DAVIS, the Chancery Court Clerk in and for said county and state, Tommy HALMONTAINE, the subscribing witness to the foregoing instrument, who, being first duly sworn, deposeth and saith that he saw the above named LESLIE W. KIMBRELL and wife, MARTHA S. KIMBRELL, whose names are subscribed thereto, sign and deliver the same to the UNITED STATES OF AMERICA; and that he, this affiant, subscribed his name as a witness thereto in the presence of the said LESLIE W. KIMBRELL and wife, MARTHA S. KIMBRELL.

WITNESS my hand and official seal of office in the state and county aforesaid, this the 18 day of Sept., 1997.

W.E. Davis, Chancery Clerk
Chancery Court Clerk
By: Betty Taylor Steffner D.C.

The name and address of the owner of the aforescribed easement is:

EASEMENT OWNER:

United States of America
Tennessee Valley Authority
EB 4A
1101 Market Street
Chattanooga, Tennessee 37402-2801
Telephone: 423-751-3542

[Tax Exempt - Miss. Code
§27-37-301]

The name and address of the legal owner is:

OWNER:

Leslie W. Kimbrell et ux.
4560 Nail Road
Walls, Mississippi 38680
Telephone Number: (601) 393-2750

(See D.B. 216, page 448)

INDEXING INFORMATION: SW ¼ of SE ¼ of Section 32, T1S, R8W

EXHIBIT A

FREEPORT - MILLER

Leslie W. Kimbrell et ux

A permanent easement for transmission line purposes on, over, and across a parcel of land located in Section 32, Township 1 South, Range 8 West of DeSoto County, State of Mississippi, as shown on sheet 3 of US-TVA drawing LW-8034, Revision 1, the said parcel being more particularly described as follows:

Commencing at the southeast corner of Section 32, Township 1 South, Range 8 West and the northeast corner of Section 5, Township 2 South, Range 8 West; thence S. $89^{\circ} 08' 12''$ W., 2503 feet along the south line of Section 32 and the north line of Section 5 to a point, said point being in the centerline of the location at survey station 225 + 00.70, said section line being the centerline of a 20 foot bituminous road (Nail Road), said section line being the south line of Township 1 South and the north line of Township 2 South; thence leaving said point and with the centerline of the said location N. $2^{\circ} 53' 49''$ E., 40.00 feet to a point, said point being in the south property line of the land of Chambliss Builders, Inc., A Mississippi Corporation and in the north right-of-way line of said road at survey station 224 + 60.70; thence leaving said point and with the said property line and said right-of-way line S. $89^{\circ} 08' 12''$ W., 13.51 feet to a property corner common between the lands of Leslie W. Kimbrell et ux and Chambliss Builders, Inc., A Mississippi Corporation, said corner being 13.48 feet right of survey station 224 + 61.54, said point being the point of beginning.

Thence from the point of beginning and with the said property line and said right-of-way line S. $89^{\circ} 08' 12''$ W., 36.60 feet to a point, said point being in the west right-of-way line of the said location; thence leaving said point and with the right-of-way line of the said location N. $2^{\circ} 53' 49''$ E., 685.16 feet to a point, said point being in the east fenced property line of the land of Leslie W. Kimbrell et ux and in the west fenced property line of the land of Chambliss Builders, Inc., A Mississippi Corporation; thence leaving said point and with the said fenced property line S. $0^{\circ} 09' 53''$ E., 683.74 feet to the point of beginning and containing 0.3 acres, more or less.

The above described parcel of land is lying entirely in the southwest 1/4 of the southeast 1/4 of Section 32, Township 1 South, Range 8 West.